

**Request for Proposals**

**SERVICE SOLICITATION**

**Professional Services: COLLABORATIVE GROUND FISH DATA COLLECTION**

**CALIFORNIA GROUND FISH DISASTER RESPONSE PROGRAM**

ACTUAL ISSUE DATE: FEBRUARY 8, 2002

Schedule/Instruction/Provisions/Clauses

DEADLINE FOR SUBMISSIONS: MARCH 25, 2002

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## SECTION 1: PROPOSED SCHEDULE

Feb. 8, 2002	RFP distributed
Feb 25, 2002	Deadline for written questions on RFP May be emailed to <a href="mailto:nancy_walters@psmfc.org">nancy_walters@psmfc.org</a> Or faxed to (503) 650-5417
Mar 8, 2002	PSMFC distribute responses to written questions
Mar 25, 2002	Deadline for proposals One (1) original to: Pacific States Marine Fisheries Commission ATTN: Nancy Walters 45 S.E. 82 <sup>nd</sup> Drive, Suite 100 Gladstone, OR 97027 (503) 650-5400      FAX: (503) 650-5417
Mar 28, 2002	Proposal Review Committee Meeting
Apr 2, 2002	Select Project Finalists

## **SECTION 2: DESCRIPTION/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel and services to perform data collection to improve groundfish management in accordance with the specifications below.

### **DESCRIPTION**

#### Background

In January 2000, the Secretary of Commerce declared that a commercial fishery failure exists in the west coast groundfish fishery due to a fishery resource disaster. Subsequently, Congress appropriated \$5 million to provide disaster relief to the States of California, Oregon and Washington. The State of California's share of the federal funds is \$1.75 million, and the State has appropriated \$583,000 in state matching funds. The funds will be used for the following activities:

- stipends for job retraining
- financial assistance to meet fishery observer program safety requirements
- collaborative data collection
- program development and implementation

This request addresses the collaborative data collection activity. Approximately \$660,000 is available to fund collaborative data collection projects, which will involve the fishing industry in the collection of data that will improve groundfish management and provide direct financial benefits to the industry. The fishing industry includes the commercial passenger fishing vessel (CPFV) industry. The California Department of Fish and Game (DFG) has contracted with the Pacific States Marine Fisheries Commission (PSMFC) to conduct this activity. PSMFC is soliciting proposals for collaborative groundfish data collection projects from interested parties. A review committee will review project proposals and make recommendations for project design and funding to DFG. DFG will approve individual scientific data collection plans and authorize projects to be funded. Any individuals or entities that are members of the review committee and who also submit proposals or who may directly benefit from a proposal must recuse themselves from the review process.

### **SPECIFICATIONS**

## **Examples of Projects**

The fishing industry, including the CPFV fleet, has expressed interest in collecting information at sea to verify that healthy stocks can be targeted while minimizing bycatch of depleted stocks. This information could be obtained, for example, by placing observers on vessels to collect catch and bycatch data. If the data verify that bycatch of depleted stocks can be minimized, harvest limits might be increased in some cases. In the short term, fishery agencies and the industry could obtain better information on bycatch, and in the long term, the industry might receive increased financial benefits.

As another example, commercial fishing vessels or CPFVs could be chartered or fishermen could be employed to conduct various data collection activities, including tagging of fish and/or collection of useful biological information.

Projects must be short-term in nature (ending prior to March 31, 2004). They shall be submitted by or in conjunction with a fishery agency, research organization, or qualified individual who will ensure appropriate experimental design (including the application of scientific methods and procedures), project oversight, data analysis and reporting. Projects shall be limited to California groundfish data collection that demonstrate direct financial benefits to industry. Examples of direct financial assistance include employing fishermen to collect data, chartering commercial or CPFV vessels to collect data, and providing access to healthy stocks. Groundfish are defined as those species in the federal groundfish fishery management plan.

## **Exempted Fishing Permits**

Projects may involve fishing operations that are not consistent with groundfish regulations. In these cases, sponsors must obtain an exempted fishing permit (EFP) from the National Marine Fisheries Service (NMFS) before the project may be funded. For information on the EFP process, contact Mr. Svein Fougner, Assistant regional Administrator, NMFS, Southwest Region, 562-980-4040.

## **At-Sea Observers**

Contractor may propose or be required to carry one or more observers as part of its data collection project. PSMFC anticipates that it will provide observers to the data collection projects through its subcontractor. Proposers are encouraged to identify anticipated observer requirements in their proposals including the estimated number of days-at-sea, scheduling requirements, and any other relevant information that will help PSMFC to meet requests for observers.

Any vessel which is required to carry an observer as part of a data collection project funded by this program, and which is not otherwise qualified to receive financial assistance, is eligible to receive partial reimbursement for safety equipment required by the U.S. Coast Guard. Financial Assistance to Meet Fishery Observer Program Safety Requirements is a separate activity of the

California Groundfish Disaster Response Program. For more information on this program, contact the Intergovernmental Affairs Office, DFG, 916-653-6281.

**Reports**

Contractor(s) will be required to submit quarterly progress reports upon commencement of their agreement with PSMFC, and to submit a final project report to PSMFC within thirty (30) working days of completion of their research project. PSMFC and the DFG Contract Manager will specify and agree upon the required format and contents of both the quarterly progress reports(s) and the final project report (s) prior to commencement of the agreement.

### **SECTION 3: SPECIAL CONTRACT REQUIREMENTS**

#### **ORGANIZATIONAL CONFLICT OF INTEREST**

1. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Contractor has disclosed all such relevant information.
2. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
3. Remedies B The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, PSMFC may terminate the contract for default, debar the Contractor from PSMFC contracting, or pursue such other remedies as may be permitted by law or this contract.
4. The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph (f), in any subcontract, personnel agreement, or consultant agreement hereunder.

#### **INDEMNIFICATION / HOLD HARMLESS**

5. Indemnification B Contractor shall indemnify PSMFC/DFG, its officers, agents, and employees, boards and commissions, against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of PSMFC/DFG or Contractor, or injury to property, including, but not limited to property of PSMFC/DFG or third party vessel owners or Contractor, arising out of or in any way connected with the performance of this contract, however caused, regardless of any negligence of PSMFC/DFG, whether active or passive, excepting only such injury or death or property damage as may be caused by the sole negligence or willful misconduct of PSMFC/DFG. Contractor shall pay all costs that may be incurred by PSMFC/DFG in enforcing this indemnity, including reasonable attorney's fees.
6. Contractor shall indemnify and hold harmless PSMFC/DFG, its officers, agents, and employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to

Contractor's negligent performance of services provided or work conducted or performed pursuant to this agreement. Contractor shall indemnify and hold harmless PSMFC/DFG, its officers, agents, and employees, boards and commissions from and against any and all loss, damages, liability, claims suits, costs and expense whatsoever, including reasonable attorneys fees accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the Contractor's negligent performance of services or work conducted or performed pursuant to this Agreement.

## **INSURANCE COVERAGE**

In the event that PSMFC provides an observer to the Contractor for the purposes of this agreement, Contractor shall ensure that the vessel owner agrees to notify owner's insurance provider that owner's vessel will be carrying an observer. PSMFC, through its observer company, will provide insurance for its observer, however, this coverage is only for claims brought by the observer against its employer. This coverage is not intended to include claims or actions brought by the observer against the vessel owner. This section is not intended to indemnify or hold owner harmless for claims or actions brought by the observer against the owner.



## **SECTION 4: CONTRACT CLAUSES**

### **AVAILABILITY OF FUNDS**

Work to be performed under this agreement is subject to the availability of funds through the State of California's normal budget process.

### **DOCUMENTS AND WRITTEN REPORTS**

Any document or written report prepared as a requirement of this agreement shall contain, in a separate section preceeding the main body of the agreement, a disclosure statement indicating that such was prepared through agreement with the Department of Fish and Game and shall further contain the agreement number and dollar amount of all agreements and subcontracts relating to the preparation of such document or report.

### **INSPECTION**

The PSMFC/DFG, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work being performed hereunder including subcontract support activities and the premises in which it is being performed. If any inspection or evaluation is made by PSMFC/DFG of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the PSMFC/DFG representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **NONDISCRIMINATION CLAUSE B EXCLUDING CONTRACTS WITH FEDERAL ENTITIES**

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. The applicable provisions of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereto as set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

## **AMERICANS WITH DISABILITIES ACT**

By signing this agreement, Contractor assures PSMFC/DFG that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

7. Definitions. As used in this clause-- "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. "Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of

its organization. "Veteran of the Vietnam era" means a person who--

1. Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a
2. from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

8. General.

1. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
  1. Employment;
  2. Upgrading;
  3. Demotion or transfer;
  4. Recruitment;
  5. Advertising;
  6. Lay off or termination;
  7. Rates of pay or other forms of compensation; and
  8. Selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

9. Listing openings.

1. The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
2. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
3. The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive

orders or regulations concerning nondiscrimination in employment.

4. Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
10. Applicability.
  1. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
11. Postings.
  1. The Contractor agrees to post employment notices stating--
    1. The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and
    2. The rights of applicants and employees.
  2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
  3. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
12. Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
13. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

## **DRUG-FREE WORKPLACE**

14. Definitions. As used in this clause-- "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act

(21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

15. The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
  1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  2. Establish an ongoing drug-free awareness program to inform such employees about--
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  4. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation

occurring in the workplace no later than 5 days after such conviction;

5. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  1. Taking appropriate personnel action against such employee, up to and including termination; or
  2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
16. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
17. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### **RECYCLING CERTIFICATION**

Contractor shall certify in writing under penalty of perjury that the minimum, if not exact, percentage of the materials, goods, supplies ordered, or products used in the performance of this contract meets or exceeds the minimum percentage of recycled material as defined in PCC ' ' 12161 and 12200. The Contractor may certify that the product contains zero recycled content. (PCC ' 10233)

#### **AIR AND WATER POLLUTION VIOLATION**

Under State of California laws, the Contractor shall not be: 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board on an air pollution control district; 2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

### **CHILD SUPPORT COMPLIANCE ACT**

For any contract in excess of \$100,000, the Contractor acknowledges in accordance with, that: (a) the Contractor recognizes the importance of child and family support obligations and shall comply fully with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) the Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

### **NATIONAL LABOR RELATIONS BOARD CLAUSE**

By signing this agreement, Contractor declares under penalty of perjury that nor more than one final, unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

### **USE OF SUBCONTRACTORS**

If the Contractor desires to accomplish all or part of the services through the use of one or more subcontractors then the following conditions must be met: 1) the Contractor will competitively bid any required subcontracts; 2) the Contractor shall submit any subcontracts to PSMFC/DFG for approval; 3) the contract between the primary Contractor and the subcontractor must be in writing; 4) the subcontract must contain specific language which establishes the rights of the auditors of PSMFC/DFG to examine the records of the subcontractor relative to the services and materials provided under the contract; and 5) upon termination of any subcontract, the PSMFC/DFG shall be notified immediately in writing. Further, any subcontract in excess of \$10,000 entered into as a result of this agreement shall contain all applicable provisions stipulated under this agreement.

### **EQUIPMENT PURCHASE**

The purchase of equipment using funds from this program is prohibited. Equipment is defined as all moveable articles of non-expendable property which have: 1) a normal useful life, including extended life due to repairs, of 4 years or more; 2) an identity which does not change with use, i.e., it is not consumed by use or converted by fabrication into some other form of property; and 3) a unit cost of \$5,000 or more.

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## **SECTION 5: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **4.1 Definitions**

As used in this provision-- "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal. "In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

### **4.2 Contracting Officer**

The following Contracting Officer is designated for receipt of proposals, modifications, and questions regarding this solicitation: Nancy Walters, Grants/Contracts Specialist, [nancy\\_walters@psmfc.org](mailto:nancy_walters@psmfc.org) 45 SE 82<sup>nd</sup> Drive, Suite 100, Gladstone OR 97027-2522 Telephone: (503) 650-5400 Facsimile: (503) 650-5426

### **4.3 Questions**

Questions regarding this solicitation must be submitted in writing to the Contracting Officer by February 25, 2002. Responses to all questions containing information that is not covered in this solicitation will be distributed to all known offerors and posted on the PSMFC Internet web site at <ftp://www.psmfc.org/pub/>.

### **4.4 Amendments to solicitations**

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

### **4.5 Extension of solicitation**

PSMFC reserves the right to extend the submission times specified in this solicitation.

Potential offerors desiring an extension must submit a written request to the Contracting Officer prior to the time specified in this solicitation for receipt of proposals that includes the amount of additional time requested and an explanation of why such an extension is required. If an extension is granted, PSMFC will notify all known offerors and will post a notice of such extension on its Internet website at <ftp://www.psmfc.org/pub/>.

#### **4.6 Submission, modification, revision, and withdrawal of proposals**

- a. Proposals and modifications to proposals may be submitted in paper media, electronic commerce, or facsimile.
2. The proposal must show--
  1. The name of the solicitation;
  2. Project Title and Project Sponsor(s);
  3. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the PSMFC in connection with this solicitation; and
  5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  6. References, to include the following information on all similar contracts performed in the last two years, or the last five (5) similar contracts performed:

Name of customer	Addresses of Customer	Point of Contact at Customer	Organization	Telephone Number of Point of Contact	Brief Description of the Project	Contract Value
The PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the offeror's prior performance or the status of outstanding investigations or warrants involving the offeror.						
  7. Description of the Project
    - Project Area
    - Type of Fishery
    - Objective(s)
    - Experimental Design, Project Oversight, Data Analysis
    - Tasks
    - Reporting (progress and final reports)
    - Schedule of Activities/Tasks/Reports
  8. A cost proposal that includes any of the following information as needed to support the proposed pricing:
    - a. Breakdown of labor cost by named person or labor category including number of labor hours and current actual or average hourly rates. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.
    - b. Any amounts proposed for travel, subsistence, and local transportation supported with a breakdown which includes: number of trips anticipated, cost per trip per

- person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.
- c. Cost breakdown of materials, and other direct costs including duplication/reproduction, meetings and conferences, postage, communication, and any other applicable items. Costs must be supported by specific methodology utilized.
  - d. Any amounts included for indirect cost, fees, and/or profit, supported by specific methodology utilized. Profit or management fees shall not exceed seven (7) percent of total estimated direct costs.
  - e. Any matching contributions, including the source of match, identification of match (i.e., cash or in-kind), and whether all matching funds are required in order to accomplish the project.
9. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the designated PSMFC Contracting Officer by 4:30 p.m., local time, on March 25, 2002.
  10. Late proposals:
    3. Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    4. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the PSMFC infrastructure not later than 5:00 p.m. on the date specified for receipt of proposals; or
    5. There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC's control prior to the time set for receipt of offers; or
    6. It is the only proposal received.
    7. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC, will be considered at any time it is received and may be accepted.
    8. Acceptable evidence to establish the time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.
    9. If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation

on the first work day on which normal PSMFC processes resume.

10. Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
11. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
12. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.
13. Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
14. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
15. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
16. Offerors may submit proposals that depart from stated requirements (e.g., to include provision of sampling or communications equipment, alternate compensation or insurance strategies, etc.). Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the PSMFC. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the PSMFC, shall be clearly identified and explicitly defined.

#### **4.7 Offer expiration date**

Proposals in response to this solicitation will be valid for 90 days following the time specified for solicitation of offers (unless a different period is proposed by the offeror).

#### **4.8 Restriction on disclosure and use of data**

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the PSMFC except for evaluation purposes, shall--

11. Mark the title page with the following legend: A This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]@; and
12. Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of

data contained on this sheet is subject to the restriction on the title page of this proposal.

#### **4.9 Contract award.**

- a. The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
13. The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.
14. The PSMFC may waive informalities and minor irregularities in proposals received.
15. The PSMFC intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The PSMFC reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
16. The PSMFC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
17. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the PSMFC's best interest to do so.
18. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
19. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the PSMFC.
20. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
21. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
22. The PSMFC may disclose the following information in postaward debriefings to other offerors:
  1. The overall evaluated cost or price and technical rating of the successful offeror;
  2. The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
  3. A summary of the rationale for award.

#### **4.10 Proposal Review and Selection**

Proposals will be evaluated using the following criteria:

17. degree to which the proposed project improves the information base for management of groundfish (i.e., the potential for the project to help resolve important management issues or problems);
18. degree to which the project provides direct financial assistance to the commercial or CPFV fishery for groundfish;
19. likelihood of success of attainment of the project objectives within the proposed budget and time frame;
20. adequacy of experimental design, project oversight, data analysis and reporting;
21. knowledge, skills and abilities of the project personnel;
22. degree to which the project makes use of matching funds, in-kind contributions or donations;
23. Projects meeting the criteria and which maximize financial benefits to industry will receive highest priority.

Projects which do not provide direct financial assistance to the commercial or CPFV fishery for groundfish will be rejected. Projects funded will represent a balance of geographic areas and groundfish fisheries in California, to the extent practicable.

## **Attachment A**

Note: all proposals must be submitted in the prescribed format with a summary sheet containing the following information.

### **GROUND FISH DATA COLLECTION PROJECT SUMMARY INFORMATION**

Name of Solicitation

Project Title/Project Sponsor

Type of Contractor: (Public agency, Nonprofit organization, private enterprise)

Contact Persons

Address

Telephone/Fax Number

E-mail Address

Funding Request

Objective

Work Schedule

Area of the California Coast

Type of Fishery

## **PROJECT PROPOSAL FORMAT**

### **TITLE**

### **OBJECTIVE**

Describe the objective(s) or hypothesis of the proposed data collection project.

### **DESCRIPTION OF PROJECT**

Describe in detail the scientific methods and materials to be used and the expected results. Provide sufficient detail so that proposal evaluators can assess the adequacy of experimental design, data analysis, project oversight and reporting.

### **SCHEDULE**

Describe target completion dates for major tasks and the final product. Projects may not extend beyond March 31, 2004.

### **NEED FOR THE INFORMATION**

Explain why the data need to be collected and how groundfish management may be improved by this effort.

### **DIRECT FINANCIAL BENEFITS TO THE INDUSTRY**

Explain the extent of collaboration with the groundfish industry on this project and how the industry is expected to benefit financially from this project. Examples of direct financial assistance include employing fishermen to collect data, chartering commercial or CPFV vessels to collect data, and providing access to healthy stocks.

### **QUALIFICATIONS OF PROJECT PERSONNEL**

Summarize the relevant experience of the scientific personnel. Provide project references on all similar contracts performed in the last two years.



## BUDGET

(Use format below)

	Amount Requested	Amount of Cost Share	Total
Personnel Costs			
Salaries (rate x time for each person)			
Benefits			
Total Personnel Costs			
Operating Expenses			
(Specify by line item, such as supplies, printing, communication, insurance, travel, etc. Purchase of equipment not authorized.)			
Total Operating Expenses			
Subtotal			
Administrative Overhead			
Total Estimated Budget			
Percent Cost Share			